

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

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TEL. AREA CODE 314 622-0123

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ASSISTANT GENERAL ATTORNEYS

RECORDATION NO. 1842
Filed 1425

FEB 14 1983 12 02 PM

INTERSTATE COMMERCE COMMISSION

February 8, 1983

Re: Conditional Sale Agreement between Chicago & Eastern Illinois Railroad Company and ACF Industries, Inc., Assumed by Missouri Pacific Railroad Company on October 15, 1976, and Assignment to Chemical Bank, both dated as of January 1, 1973, Filed and Recorded with the Interstate Commerce Commission on December 22, 1972, and Assigned Recordation No. 6840 -- Covering 350 70-ton Box Cars with Load Dividers (Nos. 252850-253199, both inclusive), AAR Class or Mechanical Designation XL, XM, and 50 70-ton 50'6" Hi-Cube Box Cars (Nos. 364725-364774, both inclusive), AAR Class or Mechanical Designation XP

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
12th Street & Constitution Ave., N.W.
Washington, DC 20423

3045A1064

No. FEB 14 1983
Date.....
Fee \$...10.00

Dear Ms. Mergenovich:

ICC Washington, D. C.

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 C.F.R. §116.1 et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of December 6, 1982, executed by Chemical Bank, Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

Missouri Pacific Railroad Company's voucher to cover the \$10 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, would you please return to the undersigned two counterparts showing thereon the Commission's recordation stamp.

Very truly yours,

William G. Barr

William G. Barr

WGB:aes

Enclosures

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Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

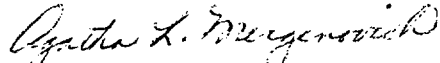
William G. Barr
Missouri Pacific RR Co.
210 N. 13th Street
St. Louis, Missouri 63103

February 14, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/14/83 at 12:00PM, and assigned re-recording number(s). 6840-B, 6986-B, & 7148-C

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

FEB 14 1983 - 12 00 PM

FULL RELEASE AND SATISFACTION
OF
CONDITIONAL SALE AGREEMENT

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of January 1, 1973, between ACF INDUSTRIES, INCORPORATED [hereinafter sometimes called the Manufacturer] and CHICAGO & EASTERN ILLINOIS RAILROAD COMPANY (now Missouri Pacific Railroad Company) [hereinafter sometimes called the Railroad], under the terms of which the Manufacturer sold and delivered to the Railroad, and the Railroad bought from the Manufacturer, as set forth in said Conditional Sale Agreement [hereinafter called the Agreement] 350 70-Ton Box Cars with Load Dividers and 50 70-Ton 50'6" Hi-Cube Box Cars [the Equipment] more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of January 1, 1973, [hereinafter called the Assignment], the Manufacturer assigned and transferred to CHEMICAL BANK [the Assignee] certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on December 22, 1972, and assigned Recordation No. 6840, pursuant to Section 20c of the Interstate Commerce Act; and

WHEREAS, Chicago & Eastern Illinois Railroad Company merged into Missouri Pacific Railroad Company on October 15, 1976, and said Missouri Pacific Railroad Company, a Missouri corporation, thereafter

on November 1, 1978, merged into Missouri Pacific Railroad Company, a Delaware corporation, and pursuant to the terms of said mergers, Missouri Pacific Railroad Company, a Delaware corporation, has now assumed all rights and liabilities of Chicago & Eastern Illinois Railroad Company under said Conditional Sale Agreement; and

WHEREAS, all sums of money due and payable under the terms of said Agreement have been paid in full and satisfied, and all obligations imposed upon the Railroad in said Agreement have been duly complied with and performed;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, CHEMICAL BANK hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Railroad of all the covenants and agreements imposed upon it thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its agent and attorney with full power and authority to satisfy and discharge of record in the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of the Agreement; and hereby FOREVER RELEASES AND DISCHARGES Missouri Pacific Railroad Company, its successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quitclaims, assigns, transfers and sets over unto Missouri Pacific Railroad Company, without any representation as to the present existence or condition of the Equipment or whether it is in the possession of the Railroad, without warranty or representation of any kind, express

or implied, and without recourse to the Bank in any event, all of its right, title and interest in the Equipment now or at any time owned or acquired by it pursuant to the Agreement, hereby confirming that said railroad Equipment is free from any right, title, security interest, lien or encumbrance in favor of CHEMICAL BANK, by virtue of said Agreement.

IN WITNESS WHEREOF, CHEMICAL BANK, pursuant to due corporate authority, has caused these presents to be executed in its behalf by a duly authorized officer and its corporate seal to be hereto affixed and duly attested as of the 6th day of December, 1982.

ATTEST:

CHEMICAL BANK

C. J. Martin
Trust Officer
ASSISTANT SECRETARY

Michael J. Kline
Vice President

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 17th day of January, 1983, before me personally appeared Michael J. Kline, to me personally known, who being by me duly sworn, says that he is a Vice President of CHEMICAL BANK, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Renella
Notary Public

My Commission Expires:

PATRICIA A. RENELLA
Notary Public, State of New York
No. 31-4602530
Qualified in New York County
Commission Expires March 30, 1984